**1. General Terms and Conditions**

1.1. These General Terms and Conditions of financial leasing of vehicles, equipment and other movable properties (hereinafter: General Terms and Conditions) shall additionally govern the contractual relation subject to Agreement on Financial Leasing of vehicles, equipment, machinery and other movable properties concluded by and between the Lessor and the Lessee (hereinafter: Agreement or Leasing Agreement). Terms used herein shall have the same meaning as in the Agreement.

1.2. The General Terms and Conditions are binding for the parties in the same way as the Agreement. In case of any inconsistencies between these General Terms and Conditions and the Agreement, the Agreement shall prevail. The Lessor may change the Agreement as set out in these General Terms and Conditions. The Agreement and the General Terms and Conditions shall prevail over legal provisions governing the subject contractual relation hereof between the Lessor and the Lessee.

1.3. The Lessor may unilaterally change and amend these General Terms and Conditions. In the event of any such amendment, the Lessor shall notify the Lessee at least 30 (thirty) days prior to the effective date, using the communication channel and durable medium agreed upon between the Lessor and the Lessee.

The Lessee shall have the right to lodge an objection regarding the amendments to the General Terms and Conditions with the Lessor, as well as with the Croatian Financial Services Supervisory Agency.

These General Terms and Conditions shall enter into force on November 20th, 2026, and shall apply to financial leasing agreements concluded with natural persons who qualify as consumers under the provisions of the Consumer Protection Act, effective from the date these General Terms and Conditions enter into force.

1.4. The Lessor freely adopts and amends its internal bylaws to which the General Terms and Conditions refer.

1.5. Pursuant to the provisions of the Law on Requirements for the Accessibility of Products and Services, the applicant for leasing, the Lessee, and the guarantors and other contractual parties in the Leasing Agreement, who due to disability or certain other permanent damages that prevent their full equal participation in society with others, may request the delivery of information, acts, documentation and correspondence in a manner and form, and through a sensory channel that these persons can fully use.

**2. Leasing Transaction**

2.1. A leasing transaction is a complex time-limited legal relation where the Lessor finances the acquisition of an item of property which is to be used, and after expiry of such usage acquired by the Lessee; the Lessee shall refund to the Lessor the amount used for financing the acquisition of the item of property, pay interests on that amount, and refund any and all costs, expenses and any damage incurred to the Lessor in relation to the leasing transaction. The leasing transaction includes a leasing agreement and a purchase and sale agreement.

2.2. The Leasing Agreement concluded by and between the Lessor and the Lessee, governs the leasing of the leased object (vehicles, equipment, machinery or other movable properties) for a limited period as well as a payment of leasing fee, the right to acquire title thereto, and any other relation related to the leasing and right to acquire a title of the leased object.

2.3. By a purchase and sale agreement, the Lessor acquires the leased object from a third party (hereinafter: Supplier); the Supplier shall supply the leased object. Exceptionally, both the Lessor and the Lessee may act as a supplier. Where the Lessee is the Supplier, those provisions of the agreement, General Terms and Conditions and legal provisions which assume that the Supplier is a third party, shall not apply.

2.4. Agreement on financial leasing is a legal affaire where the Lessee is entitled to use the leased object by the payment of the leasing fee and is entitled to acquire the title of the leasing object thereto upon expiry of the lease and/or upon fulfillment of all its contractual obligations, including the option for purchase. Prior to the conclusion of the Leasing Agreement, the Lessee shall inform the Lessor in writing about its intention to use the leasing object as an ''advertisement carrier''.

2.5. The Lessee has the right to withdraw from the Leasing Agreement within 14 (fourteen) days from the date of its conclusion; in such a case, the Lessee is obliged to notify the Lessor accordingly, using a durable medium designated for communication in the Leasing Agreement.

In the event of withdrawal from the Leasing Agreement, if the leased object has already been paid for by the Lessor and purchased from the supplier, the Lessee is required, within 30 (thirty) days from the date of sending the notice of withdrawal, to pay the Lessor an amount equal to the purchase price that the Lessor paid to the supplier for the leased object.

**3. Acquisition of leased object**

3.1. The Lessor shall acquire the leased object under the conditions previously agreed between the Lessee and the Supplier. The Lessee will select the object of lease, determine all its features and characteristics, as well as a price, term and method of delivery of the leased object from the Supplier, and establish that the leased object fully complies with his needs or requirements of his activities. The Lessee will determine all other conditions under which the leased object can be acquired from the Supplier and will establish that there are no impediments to acquire and use the leased object and the right to acquire title thereto.

3.2. The Lessee determines that the leased object complies with respect the terms of its acquisition and use, with the applicable Croatian and EU regulations, in particular such as regulations regarding safety, industrial hygiene, health and environment protection, and protection of public interests. The Lessee will determine whether the leased object is accompanied with appropriate technical documents required for its acquisition and use as well as which services related to the usage of the leased object are provided by the Supplier or third party and will establish no impediments to acquire and use the leased object.

3.3. The Lessee shall obtain any and all legal and other authorizations, permits, licenses and consents and fulfill any other conditions for acquisition and use of the leased object, and acquiring the title of leased object thereto.

3.4. The Lessee will establish that the Supplier is a person able to duly fulfill the obligation of selling and delivering of leased object, and that Supplier has legal and actual capacity to enter into the purchase and sale agreement based on which the title of the leased object can be transferred to the Lessor and the leased object delivered to the Lessee providing that Lessee asks to obtain the leased object from that Supplier exactly. The Lessor will not participate in the selection of the leased object or of the Supplier or in any other way influence the selection of the leased object or of the Supplier.

3.5 The Lessee accepts any and all responsibility for the selection and acquisition of the leased object as well as for the selection of Supplier.

3.6. Given that the Lessee has independently selected the Supplier and the leased object, the Lessee shall be liable for any damage incurred by the Lessor as a result of entering into a purchase agreement, acquiring ownership rights to the leased object, or purchasing the leased object, in the event of non-delivery of the leased object or the Lessee's refusal to take delivery thereof.

3.7. The Lessee determines that there is no encumbrance related to the object of the leasing which would exclude, diminish or restrict any Lessee's right with respect to usage of leasing object, i.e. fulfillment of any right related to acquiring of the title of the leased object.

3.8. Purchase and sale agreement shall be concluded either in a same time or following the conclusion and signing of the Leasing Agreement, payment of the application processing fee, if the same is defined by the leasing agreement, delivery of the agreed collaterals, payment of the down-payment, as well as following the completion of all other Lessee's obligation designated by the Lessor.

3.9. The Lessor fulfills the obligation to pay the purchase price for the leased object, while the Lessee is responsible for fulfilling all other obligations of the buyer under the purchase agreement. All rights arising from the purchase agreement belong to the Lessor; in the event that the Lessee exercises these rights by virtue of legal authority, the Lessee is required to notify the Lessor and, where prescribed by law, to obtain the Lessor's consent.

3.10. The Lessor may agree with the Supplier on the method of payment of purchase price differing from that as agreed between the Supplier and the Lessee. The Lessee is not authorized to request a change of amount and/or payment method of the leasing fee due to such an agreement between the Lessor and the Supplier.

3.11. The Lessor shall inform the Supplier that the leased object is acquired based on the Lessee's request, in order to perform the obligation under the Leasing Agreement.

**4. Acceptance and control of leased object**

4.1. As a rule, the Supplier shall define the term and method of delivering of the leased object. The Lessee shall accept the leased object when invited by the Supplier in the way defined by the Supplier, but only after fulfilling all the contractual obligations towards the Lessor as due until the delivery; the Lessor may also ask the Lessee to accept the leased object from the Supplier.

4.2. The Lessee shall, in the shortest possible term, inform the Lessor that the Supplier has failed to deliver the leased object, or that the Supplier is late with such a delivery and provide the Supplier with a new reasonable term for the delivery not longer then 15 (fifteen) days. The Lessee shall inform the Lessor that the Supplier has failed to make the delivery within the new term.
4.3. The Lessee may not refer to the Supplier's failure to deliver the leased object or being late with such a delivery, or use its legal rights related thereto where the Lessee has failed to act in accordance with the preceding paragraph or before expiry of the new term provided to the Supplier to deliver the leased object.
4.4. The Lessee shall within the shortest term inform the Lessor that the leased object has a substantial deficiency due to which the Lessee shall not accept it and provide the Supplier a new reasonable term to deliver the leased object without substantial deficiencies. The Lessee shall inform the Lessor that the Supplier has failed to deliver the leased object within a reasonable term without deficiencies.
4.5. The Lessee may not refer to the existence of the substantial deficiency on the leased object or use its legal rights related thereto where the Lessee has failed to act in accordance with the preceding paragraph, or before expiry of a reasonable term provided to the Supplier to deliver the leased object without substantial deficiencies.
4.6. Where the Supplier fails to deliver the leased object within the new term or fails to deliver it within a reasonable term without substantial deficiency, the Lessee shall, at request of the Lessor and prior of usage of its legal rights related thereto, independently or jointly with the Lessor, request the delivery of the leased object without substantial deficiency, in out-of-court or court procedure.
4.7. Prior to the exercising of such right, the Lessee shall inform the Lessor about the legal right that he is going to exercise toward Supplier if Supplier fails to deliver the leased object or deliver the object in delay or with a substantial deficiency.
4.8. In the event that the Lessee exercises their statutory rights to refuse delivery or to terminate the leasing agreement due to non-delivery of the leased object, delayed delivery, or material defects in the leased object, they have the right to seek compensation exclusively from the supplier..
4.9. Following the acceptance of the delivery of the leased object, the Lessee is obligated to verify the identity of the leased object; determine whether it has any material and/or legal defects; ascertain whether it complies—with regard to its acquisition and use—with the applicable legal regulations of the Republic of Croatia and the EU, particularly those concerning safety, occupational hygiene, health and environmental protection, and public interests; confirm that it is delivered with the appropriate equipment and technical documentation necessary for its acquisition and use; and ensure that the supplier or third parties will provide all contracted services in connection with the use of the leased object.
4.10. Following the acceptance of the delivery of the leased object, the Lessee shall conclude with the Supplier a protocol on delivery of the leased object in a form defined by the Lessor for that purpose, and deliver it to the Lessor without delay. The Lessor may obtain the protocol also from the Supplier.
4.11. Any and all costs related to the acceptance of the delivery of the leased object, including shipment of the leased object, shipment insurance fees and costs as well as all other subordinate costs of such a delivery, should be borne by the Lessee, unless paid by third parties.
4.12. By signing the Delivery Protocol and following the inspection of the delivered leased object, the Lessee confirms that the leased object is delivered in proper condition with total standard and additional accessorizes, appliances, keys, as well as with all the deeds and documents requested for the registration, applying and usage of the leased object; subject delivery hereof shall be deemed accurate and all the agreed rights and obligation will incur.
4.13. If the Lessee shall exercise its legal rights with respect to substantial deficiencies of the leased object, following which the Supplier would deliver other property without deficiency, it shall be deemed that the subject property hereof is a leasing object from the Leasing Agreement (instead of the primer leasing object), and on that property the Leasing Agreement shall be fully applicable at the same way as the Agreement shall be applicable on the primer leasing object, unless parties agree otherwise.
4.14. At the moment of acceptance of the delivery of the leased object, all the risks related to the leased object shall be transferred to the Lessee, including risks related to destruction or damage, loss or loss of function, risks arising from protection of patent rights, intellectual property rights and/or other third parties' rights on the leased object, as well as risks related to infringements of the regulations on industrial safety, environment protection and protection of public interests.

**5. Commencement and term of lease**

5.1. Leasing shall start on the day of delivery and acceptance of the leased object. The lease term is set forth in the Leasing Agreement. Leasing shall end with the expiry of the agreed lease term, by acquisition of title of the leased object or by exercising option for purchase before the expiry of the agreed lease term or by termination of the Leasing Agreement.
5.2. Any silent extension of the lease term is explicitly excluded.

**6. Leasing fee and other payments**

6.1. The lessee is obligated to pay the lessor the total amount of the leasing fee—at the times, in the manner, and in the installments specified in the Leasing Agreement and the repayment schedule—as well as an initial payment, if agreed upon. The initial payment constitutes an integral part of the leasing fee and is payable prior to the due date of the first installment of the leasing fee. Financial obligations arising from the Leasing Agreement are denominated in the euro (EUR), the official currency of the Republic of Croatia.
6.2. The Lessee shall pay the leasing fee in accordance with the Leasing Agreement and the leasing fee adjustments according to the Article 7 of the General Terms. The Lessor shall issue invoices for the payment of leasing fees by the Lessee for accounting and tax purposes; however, the Lessee shall pay the leasing fee in accordance to the agreement regardless of the date of the receipt of the invoice or if subject invoice hereof would not be received.
6.3. The amount of the leasing fee is determined by the Leasing Agreement based on the purchase price of the leased object (reduced by the down payment), the duration of the lease, the value of any additional services (if included in the lease and financed by the Lessor), and the interest rate. For the purposes of points 6 and 7 of these General Terms and Conditions, the term "interest rate" refers to the nominal interest rate. In a Financial Leasing Agreement, the interest rate shall be defined as a fixed interest rate. A fixed interest rate remains unchanged throughout the entire duration of the Leasing Agreement. The effective interest rate represents the total cost of the Leasing Agreement, expressed as an annual percentage of the total lease amount. It is explicitly stated in the Leasing Agreement and may include the costs of comprehensive vehicle insurance (*kasko*) if such insurance is defined as mandatory under the Leasing Agreement. The effective interest rate does not include notary fees, costs related to the non-fulfillment of contractual obligations, or other fees and expenses as defined by these General Terms and Conditions and the Price List of Fees and Costs for Consumers.
6.4. Installments of the leasing fee shall become due on the date defined in the Leasing Agreement, and if not defined by the Leasing Agreement, they are due on the first day in a month; First installment of the leasing fee shall become due after the commencement of the leasing. If, according to the Leasing Agreement, the maturity date of leasing fee (first day in a month or any other date according to the Leasing Agreement) shall commence on non-working day, then the first working day in the same month after that day, shall be considered as a maturity date. Within the scope of the subject stipulation above, the following days shall be considered as non-working days: Saturday, Sunday, public holidays which are prescribed as such according to the Croatian laws and regulations.
6.5. In addition to the leasing fee and the participation, the Lessee shall pay to the Lessor any other due amounts expressly specified by the Leasing Agreement, applicable Conditions and the Price List of Fees and Costs for Consumers and these General Terms and Conditions.
6.6. Payments of the leasing fee as well as any other payment shall be made to the Lessor's bank account as set out by the Leasing Agreement or based on a subsequent instruction of the Lessor. Payment shall be deemed executed on the date on which the funds are actually at the Lessor's disposal with the value date acknowledged by the Lessor's bank/institution for payment transactions.
6.7. In no case, including any dispute, limited or full impossibility to use the leased object due to its damage, destruction, loss, alienation, legal, technical or economic unsuitability, or loss of function, or in the event of damage (article 18 hereof) or for any other reason, the Lessee is not entitled to suspend and/or delay payments of the leasing fee, or to reduce the leasing fee, and the Lessee does not have such rights with respect to other payment obligations as set out in the Agreement, General Terms

and Conditions, and the applicable Price List of Fees and Costs for Consumers.
6.8. If several outstanding claims that cannot be fully settled by the amounts paid by the Lessee would exist, the Lessor shall firstly settle the interest, and then fees related to the warning letter(s) as well as all other fees for which the Lessor has issued an invoice, and finally the leasing installment as they are due. The same rule should be applied for settling claims arising from other contractual relationships of Lessor and Lessee.
6.9. Anticipatory payments of the leasing fee shall not be refunded, bear interests, or revaluated, and shall be calculated and used as a rule at the due date of the first subsequent claim of the Lessor, at the rate valid on a due date of the claim.

**7. Adjustment of the leasing fee, modification of the reference interest rate (index) and substitute reference interest rate (index)**

7.1. The Lessor has the right to adjust the monthly leasing installment or the total leasing fee in the event of a change in the purchase price (stated in the offer) either by the Supplier or due to a change in the factory price, applicable legal regulations, tax rates, fees and / or customs duties. Furthermore, if during the term of the Agreement, taxes, duties and fees, which are the basis for calculating the amount of monthly installments, are modified or new ones are introduced, the Lessor has the right to adjust accordingly.
If in the period after concluding the Leasing Agreement until the day of handover of the leased object, due to changes in the purchase price of the leased object, the exchange rate of the contract or the date of the document, the maturity of monthly installments and the amount of the installments, the content of the repayment schedule changes regarding the beginning of repayment, maturity of monthly installments and the amount of monthly installments, the Lessor shall notify the Lessee in writing of the said changes and submit a new repayment schedule to the Lessee. An addendum / Annex to the Leasing Agreement will not be made regarding such adjustments.

**8. Participation and contractual penalty**

8.1. Participation is the amount by which the Lessee participates in the purchase of the leased object; the Lessee shall pay the participation prior to the maturity of the first leasing fee installment, at the Lessor's demand. Participation shall become due immediately after the receipt of the invitation for such a payment.
8.2. The Lessor shall transfer the participation fully to the Supplier as purchase price for the leased object. If the Lessor has previously paid the purchase price in full amount, the Lessor shall set off part of the purchase price up to the full amount of the participation and keep that full amount in case of termination of the leasing Agreement for any reason.
8.3. The Lessee accepts that any and all claims related to the participation shall be raised exclusively toward the Supplier.
8.4. In case of failure to settle any non-financial claim as set out by the Agreement or by General Terms and Conditions, the Lessee shall pay contractual penalty in the amount as set out in the Lessor's internal bylaws, immediately upon the Lessor's invitation.

**9. Special fees and other payables**

9.1. The Lessee shall pay to the Lessor special fees and other payables as set out in the Lessor's internal bylaws (Tariff on fees and expenses) valid at the moment of calculation of the subject fees and costs thereof. If, during the term of the leasing agreement, the Lessor amends the Price List of Fees and Costs for Consumers by changing the amount of any fee, the fee applied at the time of charging shall be the one specified in the Price List of Fees and Costs for Consumers that was in effect at the time the specific leasing agreement was concluded.

**10. Expenses**

10.1. Expenses are any and all payments made in respect of the leasing transactions in favor of third parties, other than payment of the purchase price. These are e.g. insurance premiums, taxes, customs, duties (such as e.g. RTV fee), fees, remunerations, premiums, damages, penalties, etc. including court and administration procedural fees, costs of the Financial Agency in the event of the use of security instruments and the execution of collection proceedings via security instruments, enforcement orders, or judgments, fees of public notaries, attorneys, consultants, assessors, experts, agents for settlement of claims and costs of other experts hired by the Lessor. Expenses shall be deemed to include any fine, remuneration or other liability on part of the Lessor incurred as a consequence of a civil, criminal, magistrate court's or another procedure against the Lessor or an employee thereof related to the leasing transaction.
10.2. The Lessee is obligated to cover the costs, fees, and charges of a notary public in connection with the conclusion of the leasing agreement, such as the costs of the formal notarization of the leasing agreement and/or security instruments, the formal notarization of special agreements entered into to secure claims arising from the leasing agreement, and the certification of signatures on the leasing agreement.
10.3. Any and all expenses shall exclusively burden the Lessee and shall be settled by the Lessee. If the Lessor would settle the expenses, the Lessee shall reimburse such expenses hereof to the Lessor.
10.4. In cases when final calculations mentioned in the points 21-25 of this General condition have already been made, and new expenses incurs for Lessor, which are related with the use of the leased object by the lessee during leasing agreement, lessee is obliged to compensate lessor for such expenses following the issued invoice.

**11. Intercalary interests**

11.1. The Lessor is entitled to calculate, based on the subject purchase price hereof that has been paid before the commencement of the leasing, decreased for paid participation, the intercalary interest at the rate as set out in the Leasing Agreement, starting from the purchase price payment date until the due date of the first installment of the leasing fee. The Lessee shall pay the intercalary interest on the basis of an invoice issued by the Lessor.

**12. Default interest**

12.1. In the event of a delay in the payment of any monetary claim, the lessee is obliged to pay the lessor statutory default interest.
The rates of statutory default interest are determined on a semi-annual basis by taking the rate applied by the European Central Bank to its most recent main refinancing operations—conducted prior to the first calendar day of the current half-year (i.e., before January 1st and before July 1st of each year)—as published by the Croatian National Bank and in the Official Gazette, and increasing it by 3 (three) percentage points.

**13. Collaterals**

13.1. If a Guarantor is liable as Lessee; the Guarantor shall be jointly liable for all Lessees' obligations. The Guarantor's liability shall end when the Lessee would settle all the Lessor's claims under the Leasing Agreement, including damages.
13.2. The lessee and the guarantor are obliged to hand over the contracted insurance instruments to the lessor at the time of signing the Leasing Agreement. The lessor is authorized to use insurance instruments in the event of the maturity of any claim from this or any other contract concluded between the lessor and the lessee or guarantor, but only after the implementation of measures to reach an agreement and in the event that an agreement is not reached regarding measures to facilitate repayment, as defined by the Consumer Credit Act.
13.3. When the use of collaterals is required, the Lessor is authorized to enter the amounts of due claims, the due dates, and any other missing details into such instruments; to designate a place of payment (domicile) for bills of exchange at its own discretion; to present these collaterals for collection; and, with respect to bills of exchange, to take any other actions necessary to collect the claims arising therefrom. This provision constitutes a formal declaration regarding the bills of exchange. The Lessor may use the security instruments for the compulsory collection of its claims against the entire estate (assets) of the Lessee and/or the guarantor. In the event that the security consists of movable or immovable property, such property must be insured in accordance with the requirements and instructions of the Lessor. If the Lessee fails to voluntarily pay—or fails to regularly pay—insurance premiums, or fails to obtain new insurance policies to replace those that have expired, or fails to assign (endorse/pledge) such policies in favor of the Lessor—and provided that the Lessor has already fulfilled, or partially fulfilled, its obligations under the leasing agreement—the Lessee hereby authorizes the Lessor to arrange or renew insurance for the immovable/movable property at the Lessee's expense and to have the insurance policy assigned in the Lessor's favor.
13.4. Lessee and Guarantor(s) approve the Lessor to transfer the received collaterals on third party without any furtheron approval of a person who issued such collateral.
13.5. If, given the circumstances, it is foreseeable that new expenditures, costs, or special charges might arise following the regular termination of the contractual relationship—i.e., upon the expiry of the agreed lease term, or upon early repayment of the lease and the exercise of a purchase option—the Lessor is entitled to retain specific collaterals to secure its claims related to such expenditures. In any event, the Lessor is obligated to return the collaterals to the Lessee and the Guarantor—and,

in the case of a security interest such as a lien or pledge, to issue a release document—within 60 (sixty) days from the date of full satisfaction of all claims arising from the Lease Agreement, provided that all other contractual obligations have been fulfilled.
13.6. In the event of an early termination of the Lease Agreement—where there is no early repayment or exercise of the purchase option by the Lessee—the Lessor is entitled to retain the collaterals until all claims arising from the Lease Agreement have been settled. Once all claims under the Lease Agreement have been settled, the Lessor shall return the collaterals within 120 (one hundred and twenty) days from the date of settlement of the claims and the fulfillment of all obligations by the Lessee; furthermore, the Lessor shall issue a release statement (consent for deletion) in cases where the security instrument consisted of a lien.
13.7. If Lessor cannot return collaterals due to the fact that Financial Agency, or any other body authorized for the enforcement, would not deliver such collaterals within the above described term, then the return of such collateral would take place within 60 days as of the date of which the authorized body has delivered such collateral to the Lessor.

**14. Title to and use of leased object; residual value of the agreement**

14.1. The leased object shall be owned by the Lessor until the Lessee has exercised the option to purchase i.e. to acquire the title thereto; by acquiring the title of the leased object, the Lessee shall no longer be deemed as Lessee. During the leasing term the Lessee is entitled to exercise the rights with respect to the leased object only if such rights derive from the Agreement, General Terms and law. By entering into the Leasing Agreement with the Lessor and following the delivery of the leased object to the Lessee for the usage, Lessee is neither authorized nor entitled to exercise any legal deed with the third party(is) in the name and for the account of the Lessor; Leasing Agreement does not constitute the general authorization for the Lessee following which the Lessee would be authorize to conclude such legal affairs with the third party(is) in the name and for the account of the Lessor.
14.2. The Lessee shall use the leased object in accordance with its intended purpose. The use (leasing) of the leased object is irrevocable and the Lessee may not cease to use the leased object or cancel the Agreement during the agreed leasing term, unless the Lessee is using the option to acquire the title of the leased object. During the lease term, the Lessee shall be direct and non-independent possessor of the leased object. The Lessee may not alienate or encumber the leased object or in any other way endanger or violate the Lessor's title and indirect possession of the leased object. The Lessee shall not have the right of retention on the leased object regardless of the legal ground of the Lessee's claim towards the Lessor. The Lessee waives the right to take legal action against the Lessor for disturbance of possession, or to exercise the right of self-assistance.
14.3. The Lessee shall at its own expense undertake any necessary and required measures and activities for the protection of the Lessor's title and right of possession of the leased object.
14.4. The Lessee shall bear any and all costs related to the use and possession of the leased object, and shall use, possess and keep the leased object with due entrepreneurial diligence, in accordance with its intended purpose and written instructions and technical documentation related to the leased object. The Lessee may refer any and all objections or claims due to substantial deficiencies of the leased object exclusively to the Supplier.
14.5. The Lessee shall at its own expense make any and all required reports, subject the leased object to any and all audits, checks, inspections and controls set out in any law or other regulations, and control compliance of the leased object with the regulations governing technical compliances.
14.6. If the leased object is equipped with the radio transmitter, The Lessee shall pay monthly fee based on the Act on Croatian Television unless the exemption of such a payment exist, or will de-register such a radio. Lessee shall perform all the activities related to the reporting of such a radio transmitter according to the article 14.6 herein, and shall submit to the Lessor a proof that subject reporting thereof shall take place, or that such a transmitter is duly de-registered, all within 30 days as of the date of delivering of the lease object.
14.7. The lessee is required to register the leased object in the appropriate toll collection system if such an obligation is stipulated by the applicable regulations; failure to do so renders the lessee liable to the lessor for any resulting damages, costs, and expenses.
14.8. The Lessee shall at its own expense perform all regular maintenances according to the supplier or manufacturer's instructions, exclusively at authorized spare parts dealers', and shall replace all mail-functional parts of the leased object by the original spare parts that shall be confirmed in appropriate service book record. The Lessee shall at its own expense perform extraordinary maintenance of the leased object if recommended or necessary due to the technical instructions and documentation delivered by the supplier of producer. However, the Lessee shall ensure that the leased object is in a good condition and in excellent function throughout the lease term. The Lessee shall comply with all obligations and exercise all rights in connection with warranties and guarantees provided by the producer or supplier of the leased object.
14.9. The Lessee shall provide that only qualified person(s) having the appropriate license will handle and manage the leased object.
14.10. The Lessee shall be liable for all violation of legal any other regulations related to the leased object (unless the third party is responsible for such violation), and accepts responsibility for all fines and damages that might occur due to such violation hereof.
14.11. Besides the producer, the Lessee shall be liable for any damage incurred to third party based on possession of dangerous instrumentality or based on possession of mail-functioning product, and shall accept and renounce from the Lessor any third parties' claims related thereto.
14.12. The Lessee is responsible for any damage incurred to third party that is in relation with the usage of the lease object; Lessee shall renounce from the Lessor any third parties' claim related thereto.
14.13. Authorized persons of the Lessor shall be entitled at any moment to determine the existence and condition of the leased object.
14.14. The Lessee shall not, except following a special written approval by the Lessor:
- lease, sub-lease, rent, sub-rent or in any other way allow third parties to use the leased object,
- enter a partnership, cooperation or a similar business relation that would make possible the use of the leased object by a third party,
- would not use the vehicle, as a leased object, for the performance of rent-a-car activities, driving school activity, or for any other activity causing increased wear and tear of the leased object;
- would not use the vehicle, as a leased object, for the participation on contests and races.

Subject consent hereof shall not exempt the Lessee from the liabilities set out in the Leasing Agreement and these General Terms and Conditions
14.15. The Lessor retains the right to perform the actual activities or procedures which are prerequisites for the usage of the leased object where the Lessee fails to perform them; the same applies in order to protect the Lessor's rights or eliminate damages on the leased object, and the Lessee shall make that possible to the Lessor.
14.16. During the usage of the leased object, the Lessee shall inform the Lessor which legal right he would exercise toward the Supplier if substantial deficiencies on the leased object would exist, prior to the exercising such right. If Lessee fails to act in that way, the Lessee shall pay the contractual penalty under article 8 above.
14.17. Upon expiry of the lease term, provided the Lessee has fulfilled all his contractual obligations and exercised the option to purchase in accordance to the Leasing Agreement, the Lessee shall acquire the title of the leased object.
14.18. If the Lessee fulfills all his contractual obligations, the Lessee shall have the option to (purchase) acquire the title of the leased object even before expiry of the agreed lease term provided the Lessee has paid the remaining value of the lease as well as the fee for the anticipatory payment in accordance to the Lessor's Decision on Fees and Expenses, and, where set out in the Leasing Agreement, a special fee for the purchase option. The Lessee shall freely decide whether and when to exercise the option to acquire the title of the leased object by payment of its remaining value as well as of the fee for the anticipatory payment in accordance to the Lessor's Decision of Fees and expenses, including a special fee for the purchase option. The Lessee shall inform the Lessor that he will use that option as well as when he will fulfil above described payment obligations. Upon the fulfillment of the payment obligations thereunder, the Leasing Agreement shall cease to be valid.
14.19. Remaining value of the agreement is the amount of all not invoiced discounting claims which does not include the purchase option defined by Leasing Agreement on the date of calculation. In the same way, the remaining value of the agreement shall be calculated if the Leasing Agreement is terminated.
14.20. The Lessee shall acquire title of the leased object at the moment when the Lessee has fulfilled all the contractual obligations and made the payments under articles 14.17 and 14.18 above.

14.21. Regardless of how Lessee would acquire the title of the leased object, the Lessor shall deliver to the Lessee a certificate on fulfillment of obligations under the Leasing Agreement and, if required and at the Lessee's expense, undertake other activities required for transfer of title of the leased object to the Lessee. After the acquisition of the ownership on the leased object, the Lessee is obliged to register the leased object on its name or to cancel the registration and deliver the proof for mentioned in this sentence to the Lessor.
14.22. Following the Lessee' acquisition of the title of the leased object, the Lessee waives his right to object to the Lessor for any substantial or legal deficiencies of the leased object and to claim damages from the Lessor due to the condition of the leased object.

**15. Registration of the leased object**

15.1. If the registration of the leased objects is prescribed as an obligatory in order to use the leased object, Lessee shall undertake to complete all required actions related to first and all other subsequent registrations of the leased object within the prescribed terms; following the completion of subject registration hereof Lessee shall deliver to the Lessor the Vehicle Registration Book as well as a copy of Vehicle License Book where the vehicle is a leased object, and shall deliver other documentation as per Lessor's request where the leased object is of different kind. Following the Lessor's request, the Lessee shall deliver to the Lessor the keys of the leased object, i.e. other things that enable the possession and exercise of ownership rights over the leasing object.

**16. Modifications and improvements of leased object and combination with other objects**

16.1. The Lessee may, exclusively following the Lessor's prior written approval, modify or improve the leased object, or interconnect the other object with the leased object.
16.2. Where the vehicle or vessel is a leased object, the Lessee is authorized, exclusively following the Lessor's prior written approval and if the Supplier or producer allows such installation, to install additional alarm and/or anti-theft equipment into the vehicle, provided that it would not decrease the value of the vehicle and would not prevent the proper and regular usage of such vehicle. If the Lessor would approve subject installation of the alarm and/or anti-theft equipment, the Lessee shall provide the Lessor with the adequate de-activation appliances.
16.3. If the Lessee would make modifications and/or improvements of the leased object or interconnected it with another object, the Lessee would not be entitled to request refunding of the related investment, even in case of termination of the Agreement, and the objects interconnected with the leased object shall become property of the Lessor, unless they can be separated without damaging the leased object.
16.4. The Lessor is entitled at any moment to request that the leased object is restored to the prior condition, i.e. that the modifications and improvements are removed or that other objects are pulled down or separated from the leased object, all at the Lessee's expense.

**17. Insurance**

17.1. Throughout the term of the lease, the leased object must be insured against all risks specified by the Lessor, with an insurer capable of guaranteeing the proper fulfillment of obligations under the insurance contract; this applies unless the lease agreement stipulates that there is no obligation to insure the leased object—with the exception of any legally required third-party liability insurance. The occurrence of damage to the leased object—where such risk is covered by insurance—does not entitle the Lessee to cease fulfilling their contractual obligations. All insurance costs are considered expenses and shall be borne by the Lessee.
17.2. The lessee is obligated to arrange insurance for the leased object in cases where such insurance is defined as mandatory, unless the lessor arranges the insurance and notifies the lessee accordingly. In the event that the lessor arranges insurance for the leased object and covers the insurance costs, the lessee is required to reimburse the lessor for these costs in accordance with the provisions of the General Terms and Conditions governing the reimbursement of expenses.
17.3. If the Lessee would insure the leased object, the Lessee shall act in accordance with the Lessor's instructions with regard to the insurer, insurance term, covered risks, change of insurance terms and change of insurer. In such a case, the Lessor shall be designated as an insurance policy holder by the insurance agreement. The Lessee shall provide the insurance policies without delay to the Lessor. The Lessee shall not change insurance terms without Lessor's prior written approval for such a change.
17.4. If the Lessee would fail to insure the leased object in accordance with the Lessor's instructions or fail to perform any obligation under the insurance agreement, the Lessor will fulfill such obligations instead of Lessee in which case the Lessor is entitled to request reimbursement of subject expenses thereof.
17.5. The Lessee may conclude additional insurance agreements, as well as agree to cover other risks or agree to additional coverage throughout the lease term, without the Lessor's additional approval.
17.6. If following the insurance Agreement, the insurer would pay damages, loss of bonus, i.e. malus, such payment would be considered as Lessee's expense.
17.7. Comprehensive motor insurance for vehicles and comprehensive property insurance for all other leased objects shall be agreed for a period exceeding the lease term by one month. Driving of vehicles out of the territories covered by the insured risks in accordance to the insurance agreement, is allowed only following the Lessor's special approval providing that Lessee shall deliver additional guarantees to the Lessor.
17.8. If the damage incurred is not fully or partially compensated by the insurer for any reason, the Lessee shall compensate the damage in full amount. If the damage would not be compensated due to the insurer's failure to fulfill its contractual obligations, the Lessor shall transfer to the Lessee the rights under the insurance agreement to the extent as required to compensate the Lessee's by the insurer.

**18. Event of damage**

18.1. Event of damage is any event threatening to damage or damaging the leased object. The Lessee shall, immediately upon becoming aware thereof, and at latest within 48 hours, notify the Lessor about the event of damage and provide the Lessor with all the documents about such an event that are in the Lessee's possession; if such an incidence is covered by insurance, the Lessee shall inform the insurer about it as well, all in compliance with the terms for reporting an event of damage under the insurance agreement. Notices shall be provided by telegram or by fax or by email. Following the Lessor's request, the Lessee shall provide a written description of the incidence with the notice of its cause and consequences, including information about affected persons and witnesses, if any.
18.2. If fire, theft, burglary, robbery or other events which could be assumed to have occurred as a consequence of criminal acts, would take place, the Lessee shall immediately report such act to the relevant government authorities and send a copy of the report to the Lessor or another person designated by the Lessor within 48 hours as of the date of occurrence of subject incident hereof.
18.3. If damage would incur, the Lessee should undertake any and all required activities in order to minimize the damage on the leased object.
18.4. If damage would incurred on a leased object, the Lessee should repair the leased object engaging an authorized person and shall bear repair costs, unless such a damage is covered by the insurance. In that case, the Lessor shall pay the repair service for the leased object to the repair provider only upon receipt of the insurance coverage, exclusively up to the amount of the received insurance coverage. If the authorized person for the repair of the leased object would request the payment of its services prior the payment of the insurance coverage, or if the insurance coverage does not cover the total request of such a person, the Lessee shall bear the expense of subject repair hereto including any legal default interest. If the Lessee, however, has repaired the leased object at his own expense, the Lessor shall forward to him the insurance coverage reduced for the amount of Lessor's outstanding claims.
18.5. The lessee is required to carry out the entire process of recovering costs for partial damage to the leased assets and to request that the service provider issue all invoices to the lessee.
18.6. The lessee expressly acknowledges that their contractual obligations cannot be considered fully satisfied as long as there is an outstanding claim against an insurance company, until such claim is resolved.

**19. Termination and damages**

19.1. The Lessor is entitled to terminate the Leasing Agreement by written notice for the following reasons:
- if the Lessee would not pay two leasing fee's instalments according to the Leasing Act;
- if the Lessee would not pay the agreed participation within 7 (seven) days as of the maturity date of the subject payment hereof;
- if the Lessee would violate laws and regulations by which his ability to fulfill the obligations under the Leasing Agreement and the General Terms and Conditions hereof, would be affected;

- if supplier would not deliver the leased object within the agreed term and in accordance to the agreed manner or if the Lessor would suffer damages or such damage is threatening due to the conclusion of the purchase agreement, acquiring a title of the leased object or due to the obtaining the leased object from the supplier;
- if the Lessee, in any way, jeopardize the Lessor's title and indirect and independent possession of the leased object;
- if the Lessee or the guarantor fail to deliver the collaterals as agreed or determined by the Lessor;
- if the Lessee fails to conclude an insurance contract for the leased object in the manner instructed by the Lessor, or fails to insure an asset serving as a security instrument;
- if the Lessee pledges or in any other way encumbers an asset that has been provided as a security instrument (whether by way of a pledge or by transfer of ownership to the Lessor for security purposes);
- if the Lessee provides inaccurate information regarding themselves and/or the guarantor;
- if legal proceedings are initiated against the Lessee that could affect their ability to fulfill their obligations under the Lease Agreement;
- in the event of a total loss of the leased object, or if the leased object is destroyed, stolen, or lost
- in the event that the Lessee does not notify the Lessor in writing that they intend to use the leased object "as an advertising medium," as described in Item 2.4 of the General Terms and Conditions.

19.2. The Lessor shall send to the Lessee a written notice of termination in accordance with the provisions of the article 21 of the General Terms and Conditions hereof, which stipulates notification and personal data protection. The Lessee agrees that termination of the Agreement would become valid on the day when the termination notification was filed to the post for its delivery to the Lessee's address i.e. to the Lessee's address which has been communicated by the Lessee to the Lessor in written.
19.3. In case of termination, the Lessor shall be entitled to all amounts paid for outstanding obligations in full extent. The Lessee shall immediately upon the termination pay any and all outstanding installments of the leasing fee and any other outstanding claims.
19.4. In case of termination, the Lessee shall pay the remaining value of the leased object and a special fee for purchase option thereto, which both becomes due by termination of the Agreement. If Lessee would like to use the purchase option or to acquire the tile of the leased objet, he should pay the special fee for purchase option (if such a fee is stipulated by the Leasing Agreement).
19.5. The Lessor is entitled to terminate the Leasing Agreement only if the law sets out such termination.
19.6. The Lessee shall reimburse the Lessor for any and all damages incurred to the Lessor in respect of the leasing transaction, immediately upon the Lessor's request. The Lessee agrees that the Lessor will determine the amount of damages by hiring an appraiser or an expert witness, or by calculating such an amount hereof by himself. The Lessor may claim damages in accordance with the general rules. For the purpose of the payment of any damage, the Lessor is entitled to use any collateral provided by the Lessee and the Guarantor.

**20. Return of leased object**

20.1. If termination of the Leasing Agreement would take place, the Lessor is entitled to request the return of the leased object as well as delivery of the possession over the leased object from the Lessee, either to the Lessor or to a third person designated by the Lessor, at the expense of the Lessee, at the time, place and in the manner as invited by the Lessor. Along with the leased object, the Lessee shall return the entire standard and optional equipment, accessories, keys, and any and all documents required for the usage and operation of the leased object. At the return, a protocol of returning of the leased object shall be made. If, following the return of the leased object, the Lessor would not cover all its claims arising of the Leasing Agreement by selling, lease or by renting the leased object to a third party, the Lessee shall pay the residual claims in the amount established by final calculation of the Leasing Agreement If the Lessor would cover all its claim (residual value, due claims and invoiced fees) as well as purchase option by selling the leased object, the positive balance in such a case will be returned to the Lessee.
20.2. The Lessor is entitled to have the leased object returned under article 20.1 hereof, also if the Lessee fails to pay the special fee for purchase option, as it is set out by the Leasing Agreement.
20.3. The Lessor is entitled, by itself or by hiring third parties, to return the leased object without the Lessee's knowledge, i.e. takes the leased object from the Lessee if the Lessee has failed to act in accordance with articles 20.1 and 20.2 described above. In that case, the Lessee shall compensate the Lessor for any and all expenses incurred by the Lessor in that respect and shall pay a special fee and costs in accordance with the Lessor's Decision on Fees and Expenses.
20.4. If early termination of the Leasing Agreement would take place, the court expert will evaluate the object of the lease in order to establish its value which will serve as a ground for determination of leasing object selling price, i.e. of the leasing fee or of the rent. If such a selling or new leasing or rent would be established by mutual agreement concluded by Lessor and Lessee, the court expert will not evaluated the leased object.
20.5. Lessor will primarily sell the returned leased object or put the returned leased object in the further leasing or in the rent to the third parties. Lessor will not keep the ownership of the leased property for its own purposes.

**21. Final Calculation following the regular expiry of the Leasing Agreement**

21.1. Lessor will deliver to the Lessee the Final Calculation within 60 (sixty) days as of the date of full payment of all Lessors' claims based on the Leasing Agreement including fulfilment of all other contractual obligations.
21.2. Subject Final Calculation hereof will contain itemized list of all claims invoiced to the Lessee and paid by the Lessee as such.

**22. Final Calculation following the early termination of the Leasing Agreement due to the early repayment**

22.1. Following the early termination of the Leasing Agreement from this Article, Lessor will deliver to the Lessee the Final Calculation within 60 days as of the date of early repayment.
22.2. Subject Final Calculation hereof will contain itemized list of all claims invoiced to the Lessee and paid by the Lessee as such.

**23. Final calculation following the mutually agreed early termination of the agreement in a case of agreed selling of the leased object in advance, or its leasing or rent to the third party following the Lessee's request and Lessor's approval**

23.1. Following the early termination of the Leasing Agreement from this Article, Lessor will deliver to the Lessee the Final Calculation within 120 days as of the date of selling, leasing or renting of the leased object as well as of the date of contract transfer to a third party.
23.2. Subject Final Calculation hereof will contain itemized list of all claims invoiced to the Lessee and paid by the Lessee as such.

**24. Final calculation at early unilateral termination of the Leasing Agreement based of the reasons listed by article 19.1 of the Regulations, as well as at the early termination in which the Lessee will not use the purchase option and in which the selling, leasing or renting of the leased object to the third party has not been agreed in advance**

24.1. Following such a termination of the Leasing Agreement from this Article, Lessor will deliver to the Lessee the Final Calculation within 120 (one hundred and twenty) days as of the date of selling, leasing or renting of the leased object to a third party, or within 365 (three hundred and sixty five) days from the day leased object have been returned to a lessor.
24.2. Subject Final Calculation hereof will contain itemized list of unpaid due claims based on the Leasing Agreement as well as fees which are going to be invoiced to the Lessee based on the Final Calculation, all in accordance to leasing agreement, this Regulation and Decision on Fees and Expenses.
Furtheron, the difference between the remaining value of the agreement and net purchase price of the leased object, i.e. net purchase price of the leased object if new leasing agreement would be concluded, or net amount of the estimated value of the leased object which will be defined by the court expert if the leased object would be rented, or in cases where leased object will not be sold or leased within 340 (three hundred and forty) days from the day leased object have been returned to a lessor, – will be calculated by subject Final Calculation.
From amount received from a third party as a net purchase price of the leased object, or as a net amount of the estimated value of the leased object as it is defined in this article, the purchase option will be paid firstly in which case the Lessee is not entitled to be reimbursed for the agreed purchase option.

**25. Final Calculation if total damage or theft i.e. fraud has been committed or caused by third parties**

25.1. Following such a termination of the Leasing Agreement from this Article, Lessor will deliver to the Lessee the Final Calculation within 120

(one hundred and twenty) days as of the payment date executed by the insurance company.
25.2. Subject Final Calculation hereof will contain itemized list of unpaid due claims based on the Leasing Agreement as well as fees which are going to be invoiced to the Lessee based on the Final Calculation, all in accordance to leasing agreement, this Regulation and Decision on Fees and Expenses.
If the Lessee would keep the ownership title over the remaining part of the leased object, the difference between the remaining value of the agreement and purchase option (at one side), and damages paid by the insurance company at the other side – will be calculated by subject Final Calculation.
If the remaining parts of the leased object will be sold to a third party following the Lessee's request, the difference between the remaining value of the agreement (at one side) and damages paid by the insurance company as well as net purchase value of the remaining parts of the leased object at the other side – will be calculated by subject Final Calculation (applicable only to total damages when remaining parts of leased object exist).
In a case of theft or fraud, the difference between the remaining value of the agreement and damages paid by the insurance company – will be calculated.
From amount received from a third party as a net purchase price of the leased object, the purchase option will be paid firstly in which case the Lessee is not entitled to be reimbursed for the agreed purchase option.

**26. Communication; personal data**

26.1. Mutual notification will be done in writing in a way and through a permanent medium that the parties will define in the Leasing Agreement, Notifications on the termination of the Leasing Agreement will also be sent by registered mail with a return receipt.
26.2. The addresses (e-mail and the address for receiving postal mail) to be used for notifications are those specified in the Lease Agreement. The Lessee is obliged to notify the Lessor of any change of address without delay. Should the Lessee fail to do so, a notification sent to the address stated in the Lease Agreement—or to another address of which the Lessee has informed the Lessor—shall be deemed duly delivered, provided the Lessor possesses proof that the notification was sent to such an address. In such a case, the document shall be considered received on the day it was dispatched to the Lessee (this also applies to a notice of termination).
26.3. The lessee and the guarantor confirm that, prior to entering into the Lease Agreement, they were made aware of information regarding the processing of personal data carried out by the lessor in the capacity of data controller. This information is contained in the Personal Data Protection Statement, which can be found at the following link: https://www.otpleasing.hr/zastita-osobnih-podataka/816. The Data Protection Policy is also available at the same link.

**27. Assignment of rights and transfer of title**

27.1. The Lessor is entitled to assign to third parties part or all of its rights under the Leasing Agreement or transfer its title of the leased object. The Lessor shall inform the Lessee on any such assignment or transfer.
27.2. The Lessee is not entitled to assign the rights hereunder the Leasing Agreement unless the Lessor gives a prior written consent for such an assignment.

**28. Null and void provisions; form of Agreement**

28.1. Any null and void provision of Leasing Agreement or of General Terms and Conditions shall not make the entire Leasing Agreement null and void. In that case, parties shall replace the null and void provision with a valid one or with one which corresponds with intended purpose of the Leasing Agreement.
28.2. Any annex, supplement or amendment to the Leasing Agreement shall be valid only if made in writing.

**29. Change of circumstances**

29.1. The Lessor and the Lessee waive the right to refer to a change in circumstances.

**30. Resolution of disputes and the possibility of debt counseling**

30.1. The contracting parties shall attempt to resolve amicably all disputes arising from or in connection with the Leasing Agreement, including disputes relating to the interpretation, application, or validity of the Leasing Agreement. Any complaints regarding the conduct of the Lessor may be sent to the e-mail address reklamacije@otpleasing.hr; in the event of dissatisfaction with the resolution or response provided by the Lessor, such complaints may be addressed to the Croatian Financial Services Supervisory Agency.
In relation to any dispute arising from the Leasing Agreement, the consumer may submit a request for mediation in accordance with the regulations governing mediation in civil, commercial, labor, family, administrative, and other disputes concerning rights over which the parties have free disposal; alternatively, the consumer may initiate a procedure for the alternative resolution of domestic or cross-border consumer disputes, in accordance with the regulations governing the alternative resolution of consumer disputes. In the event that court proceedings are initiated, the court in Zagreb with the appropriate subject-matter jurisdiction shall have jurisdiction to resolve the matter.
In the event of repayment difficulties, the Lessee and any guarantors may seek assistance from debt counseling service providers—such as those offered by the Financial Agency (FINA)—or from other authorized organizations and bodies.